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25 **UNITED STATES DISTRICT COURT**
26 **DISTRICT OF NEVADA**

27 **UNITED STATES OF AMERICA,**

28 Plaintiff,

v.

Case No. CV-S-05-0882-RLH-GWF

TJ WEB PRODUCTIONS LLC, a
Nevada limited liability company,

Defendant.

STIPULATED JUDGMENT AND ORDER FOR PERMANENT INJUNCTION

Plaintiff, the United States of America, acting upon notification and authorization to the Attorney General by the Federal Trade Commission ("FTC" or the "Commission"), pursuant to

1 Section 16(a)(1) of the Federal Trade Commission Act ("FTC Act"), 15 U.S.C. § 56(a)(1), has
2 filed a complaint pursuant to Sections 5(a)(1), 5(m)(1)(A), 13(b), 16(a), and 19 of the FTC Act,
3 15 U.S.C. §§ 45(a)(1), 45(m)(1)(A), 53b, 56(a), and 57b, and under Section 7(a) of the
4 Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 ("CAN-
5 SPAM" or the "CAN-SPAM Act"), 15 U.S.C. § 7706(a), to secure civil penalties, a permanent
6 injunction, and other equitable relief for Defendant's violations of Sections 5(a) and (d) of CAN-
7 SPAM, 15 U.S.C. §§ 7704(a) and (d), and the FTC's Adult Labeling Rule (the "Adult Labeling
8 Rule" or the "Rule"), 16 C.F.R. Part 316.4. The parties to this action agree to settlement of this
9 action without adjudication of any issue of fact or law and without Defendant admitting liability
10 for any of the violations alleged in the complaint.

11 **THEREFORE**, on the joint motion of the parties, it is hereby **ORDERED**,
12 **ADJUDGED AND DECREED** as follows:

13 **FINDINGS**

- 14 1. This Court has jurisdiction over the subject matter pursuant to 15 U.S.C. §§
15 45(m)(1)(A), 53(b), 56(a), 57b, and 7706(a), and 28 U.S.C. §§ 1331, 1337(a), 1345, and 1355.
- 16 2. Plaintiff and Defendant consent to jurisdiction and venue in this District.
- 17 3. The activities of Defendant is in or affecting commerce, as defined in Section 4 of
18 the FTC Act, 15 U.S.C. § 44.
- 19 4. The complaint states a claim upon which relief may be granted against Defendant
20 under Sections 5(a) and (d) of the CAN-SPAM Act, 15 U.S.C. §§ 7704(a) and 7704(d), and the
21 FTC's Adult Labeling Rule, 16 C.F.R. Part 316.4.
- 22 5. Defendant has entered into this Stipulated Judgment and Order for Permanent
23 Injunction ("Order") freely and without coercion.
- 24 6. Defendant hereby waives all rights to appeal or otherwise challenge or contest the
25 validity of this Order.
- 26 7. Defendant has agreed that this Order does not entitle Defendant to seek or to
27 obtain attorneys' fees as a prevailing party under the Equal Access to Justice Act, 28 U.S.C.

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1 § 2412, as amended, and Defendant further waives any rights to attorneys' fees that may arise
2 under said provision of law.

3 8. Jeffrey Macher, Ingrid Macher, and Timothy Knoll stipulate to the Court's
4 findings and entry of this Order.

5 9. Settlement of this action constitutes consideration for Jeffrey Macher, Ingrid
6 Macher, and Timothy Knoll to stipulate to the Court's findings and entry of this Order.

7 10. Entry of this Order is in the public interest.

8 **DEFINITIONS**

9 For the purpose of this Order, the following definitions shall apply:

10 1. "Affiliate Program" means any agreement whereby any person agrees to provide
11 Defendant with, or refers to Defendant, potential or actual customers.

12 2. "Commercial electronic mail ("email") message" means any electronic mail
13 message which contains a commercial advertisement or promotion of a commercial product or
14 service (including content on an Internet web site operated for a commercial purpose).

15 3. "Defendant" means TJ Web Productions, LLC.

16 4. "Document" is synonymous in meaning and equal in scope to the usage of the
17 term in Federal Rule of Civil Procedure 34(a), and includes writings, drawings, graphs, charts,
18 photographs, audio and video recordings, computer records, and other data compilations from
19 which information can be obtained and translated, if necessary, into reasonably usable form
20 through detection devices. A draft or non-identical copy is a separate document within the
21 meaning of the term.

22 5. "Electronic mail ("email") address" means a destination, commonly expressed as
23 a string of characters, consisting of a unique user name or mailbox (commonly referred to as the
24 "local part") and a reference to an Internet domain (commonly referred to as the "domain part"),
25 whether or not displayed, to which an electronic mail message can be sent or delivered.

26 6. "Electronic mail ("email") message" means a message sent to a unique electronic
27 mail address.

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1 7. “Initiate,” when used with respect to a commercial email message, means to
2 originate or transmit such message or to procure the origination or transmission of such message.
3 For purposes of this Order, more than one person may be considered to have initiated a message.

4 3. “Person” means a natural person or a corporation, partnership, proprietorship,
5 limited liability company, or other organization or legal entity, including an association,
6 cooperative, or agency, or other group or combination acting as an entity.

7 9. “Procure,” when used with respect to the initiation of a commercial email
8 message, means intentionally to pay or provide other consideration to, or induce, another person
9 to initiate such a message on one’s behalf. *Provided, however,* that for the purposes of this
10 Order, Defendant has not procured the initiation of commercial email messages that violate the
11 CAN-SPAM Act or its implementing regulations: (1) if it has contractually prohibited affiliates
12 from sending commercial email or, in the case of persons who are not affiliates, has not
13 requested any such persons to send commercial email; and (2) if it has complied with the
14 requirements set forth in Paragraph III of this Order.

15 10. “Recipient,” when used with respect to a commercial electronic mail message,
16 means an authorized user of the electronic mail address to which the message was sent or
17 delivered. If a recipient of a commercial electronic mail message has one or more electronic mail
18 addresses in addition to the address to which the message was sent or delivered, the recipient
19 shall be treated as a separate recipient with respect to each such address. If an electronic mail
20 address is reassigned to a new user, the new user shall not be treated as a recipient of any
21 commercial electronic mail message sent or delivered to that address before it was reassigned.

22 11. “Sender” means a person who initiates a commercial electronic mail message and
23 whose product, service, or Internet web site is advertised or promoted by the message.

24 12. “Sexually oriented material” means any material that depicts sexually explicit
25 conduct (as that term is defined in Section 2256 of Title 18, United States Code), unless the
26 depiction constitutes a small and insignificant part of the whole, the remainder of which is not
27 primarily devoted to sexual matters.

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1 13. "Valid physical postal address" means a sender's current street address, a Post
2 Office box a sender has registered with the United States Postal Service, or a private mailbox a
3 sender has registered with a commercial mail receiving agency that is established pursuant to
4 United States Postal Service regulations.

5 **ORDER**

6 **I. PROHIBITION AGAINST VIOLATING THE CAN-SPAM ACT**

7 **IT IS THEREFORE ORDERED** that Defendant and its successors, assigns, officers,
8 agents, servants, employees, and attorneys, and those persons in active concert or participation
9 with any of them who receive actual notice of this Order by personal service or otherwise, are
10 hereby permanently restrained and enjoined from violating the CAN-SPAM Act, 15 U.S.C.
11 §§ 7701 *et seq.*, and as amended, including but not limited to initiating the transmission of a
12 commercial email message:

- 13 A. that does not contain a functioning return email address or other Internet-based
14 mechanism, clearly and conspicuously displayed, that (i) a recipient may use to
15 submit, in a manner specified in the message, a reply email message or other form
16 of Internet-based communication requesting not to receive future commercial
17 email messages from that sender at the email address where the message was
18 received; and (ii) remains capable of receiving such messages or communications
19 for no less than 30 days after the transmission of the original message; or
20 B. that does not contain a clear and conspicuous display of an accurate, valid,
21 physical postal address of the sender of the message.

22 Defendant and its successors, assigns, officers, agents, servants, employees, and
23 attorneys, and those persons in active concert or participation with it who receive actual notice of
24 this Order by personal service or otherwise, are further permanently restrained and enjoined from
25 procuring the transmission of a commercial email message that does not contain a clear and
26 conspicuous notice of a recipient's opportunity to decline to receive future commercial email
27 messages from Defendant.

1 **II. PROHIBITION AGAINST VIOLATING THE ADULT LABELING RULE**

2 **IT IS FURTHER ORDERED** that Defendant and its successors, assigns, officers,
3 agents, servants, employees, and attorneys, and those persons in active concert or participation
4 with any of them who receive actual notice of this Order by personal service or otherwise, are
5 hereby permanently restrained and enjoined from violating the Adult Labeling Rule, 16 C.F.R.
6 § 316.4, and as amended, including but not limited to initiating the transmission of a commercial
7 email message that includes sexually oriented material to anyone who has not given "prior
8 affirmative consent" per 16 C.F.R. § 316.4(b):

- 9 A. that does not contain the phrase "SEXUALLY-EXPLICIT: " as the first nineteen
10 (19) characters at the beginning of the subject line of the message;
- 11 B. that does not include, within the initially viewable content of the message, a
12 second instance of the phrase "SEXUALLY-EXPLICIT:";
- 13 C. that includes sexually oriented materials within the subject line of the message; or
14 D. that includes sexually oriented materials within the content of the message that is
15 initially viewable by the recipient, when the message is opened by the recipient
16 and absent any further action by the recipient.

17 **III. MONITORING BY DEFENDANT FOR COMPLIANCE**

18 **IT IS FURTHER ORDERED** that TJ Web Productions, LLC, and its successors,
19 assigns, officers, agents, servants, and employees, and those persons in active concert or
20 participation with any of them who receive actual notice of this Order by personal service or
21 otherwise, are hereby permanently restrained and enjoined from failing to immediately take the
22 following steps to ensure compliance with Paragraphs I and II of this Order:

- 23 A. Prior to a person's participation in Defendant's affiliate program, Defendant shall
24 require each prospective participant to provide to Defendant its first and last
25 name, physical address, country, telephone number, email address, date of birth,
26 and bank account information (where used to make payments to that person). In
27 the event that the prospective participant is not a natural person, but is a
28 corporation, partnership, proprietorship, limited liability company, or other

1 organization or legal entity, including an association, cooperative, agency, or other
2 group or combination acting as an entity, Defendant shall also require from that
3 prospective participant the first and last name, physical address, country,
4 telephone number, email address, and date of birth for the natural person(s) who
5 owns, manages, or controls that prospective participant;

6 B. Prior to a person's acceptance into Defendant's affiliate program, Defendant shall
7 (1) provide each prospective participant in Defendant's affiliate program a copy or
8 summary (to be agreed upon by counsel for Defendant and the Commission) of this
9 Order; (2) obtain from each prospective participant an express agreement to
10 comply with this Order and the CAN-SPAM Act; and (3) obtain from each
11 prospective participant a signed and dated statement (which signature may be
12 obtained electronically, provided that the signature would comply with the
13 signature requirements of the Electronic Signatures in Global and National
14 Commerce Act, ("E-Sign Act"), 15 U.S.C. § 7001 et seq.), acknowledging receipt
15 of this Order;

16 C. Defendant shall establish, implement, and maintain an email address or other
17 Internet-based mechanism that is clearly and conspicuously disclosed on the first
18 page consumers visit on entering Defendant's web site, (i) that invites visitors to
19 report commercial email messages promoting Defendant's web site, and that
20 permits the Defendant to connect affirmative responses, if any, to such invitation
21 with the referring affiliate, and (ii) for receiving and responding to consumer
22 complaints about commercial email messages;

23 D. Defendant shall promptly and fully investigate, any information received by
24 Defendant regarding a commercial email message that promotes Defendant's web
25 site(s), including but not limited to responses received pursuant to Paragraph III. C,
26 and complaints received from consumers, Internet Service Providers, the
27 Commission or other law enforcement agencies, to determine whether such
28 commercial email message violates a contractual provision of Defendant's affiliate

1 program, the CAN-SPAM Act, the Adult Labeling Rule, or any provision of this
2 Order;

3 E. Defendant shall require each new subscriber to Defendant's web sites to identify
4 the manner in which they were directed to Defendant's web sites (i.e., email
5 message, banner ad, pop-up window, etc.). If a new subscriber indicates that he or
6 she was referred to Defendant's web sites through a commercial email message,
7 Defendant shall promptly and fully investigate to determine whether a commercial
8 email message was sent in violation of a contractual provision of the Defendant's
9 affiliate program, the CAN-SPAM Act, the Adult Labeling Rule, or any provision
10 of this Order;

11 F. Defendant shall immediately terminate from all of the Defendant's affiliate
12 programs and cease payments to any person who Defendant reasonably concludes
13 has sent a commercial email message on Defendant's behalf that violates a
14 contractual provision of Defendant's affiliate program prohibiting the sending of
15 commercial email, the CAN-SPAM Act, the Adult Labeling Rule, or any provision
16 of this Order.

17 G. On the web page where a person registers to become a member of Defendant's
18 affiliate program, Defendant shall clearly and conspicuously disclose that a
19 violation of the affiliate program's commercial email policy will result in
20 immediate termination of a person's affiliate account and the forfeiture of all
21 monies earned or owed to that person. Such message shall also include a hyperlink
22 to Defendant's commercial email policy if that policy is not included on that web
23 page;

24 H. Defendant shall include in its affiliate contract a requirement that each person who
25 participates in Defendant's affiliate program must create, maintain, and retain the
26 records and documents necessary to demonstrate each person's full compliance
27 with each provision of this Order;
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1 Promissory Note as of the date of such default up to the amount then due
2 and owing by Defendant TJ Web; provided, further that Jeffrey Macher
3 shall pay the future installments in accordance with the Promissory Note.

4 E. Ingrid Macher agrees to waive any homestead interest in the property that is
5 the subject of the Promissory Note and Deed of Trust executed by Jeffrey
6 Macher. Ingrid Macher has executed a waiver of homestead document, and
7 that document is attached to this Order and incorporated as part of this
8 Order.

9 F. Timothy Knoll agrees to be a Guarantor and personally guarantee payment
10 of \$207,500. Timothy Knoll has executed a Promissory Note and Deed of
11 Trust which are attached to this Order and incorporated as part of the Order.
12 In the event that Defendant TJ Web fails to timely pay any quarterly
13 payment required by this Order, Timothy Knoll shall immediately pay to
14 Plaintiff or its representative the total amount of the installment payments
15 that Timothy Knoll would have paid under the Promissory Note as of the
16 date of such default up to the amount then due and owing by Defendant TJ
17 Web; provided, further that Timothy Knoll shall pay the future installments
18 in accordance with the Promissory Note.

19 G. Time is of the essence. In the event of any default in payment by
20 Defendant TJ Web or Jeffrey Macher or Timothy Knoll, which default
21 continues for ten (10) business days beyond the due date of payment, the
22 entire unpaid penalty, together with interest, as computed pursuant to 28
23 U.S.C. Section 1961, from the date of default to the date of payment, shall
24 immediately become due and payable; in addition, Plaintiff shall be entitled
25 to exercise immediately any and all rights and remedies, including
26 enforcing the liens and security interests in the respective real properties
27 pursuant to the Promissory Notes and Deeds of Trust in the event of any
28 default in payment by Jeffrey Macher or Timothy Knoll.

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V. COMPLIANCE MONITORING

IT IS FURTHER ORDERED that, for the purpose of monitoring and investigating compliance with any provision of this Order:

- A. Within twenty (20) days of receipt of written notice from a representative of the Plaintiff or Commission, Defendant shall submit additional written reports, sworn to under penalty of perjury; produce documents for inspection and copying; appear for deposition; and/or provide entry during normal business hours to any business location in Defendant's possession, or direct or indirect control, to inspect the business operation;
- B. In addition, the Commission and Plaintiff are authorized to monitor compliance with this Order by all other lawful means, including but not limited to the following:
 - 1. Obtaining discovery from any person, without further leave of court, using the procedures prescribed by Fed. R. Civ. P. 30, 31, 33, 34, and 36 with respect to the Defendant and, with respect to third parties, Fed. R. Civ. P. 45; and
 - 2. Posing as consumers and suppliers to: Defendant, any of Defendant's employees, or any other entity managed or controlled in whole or in part by Defendant, without the necessity of identification or prior notice; and
- C. Defendant shall permit representatives of the Commission or Plaintiff to interview any employer, consultant, independent contractor, representative, agent, or employee who has agreed to such an interview, relating in any way to any conduct subject to this Order. The person interviewed may have counsel present and any notice issued under this paragraph must inform the person to be interviewed of his or her right to have counsel present and be served at least five (5) business days in advance;

1 *Provided, however,* that nothing in this Order shall limit the Commission's or
2 Plaintiff's lawful use of compulsory process, pursuant to Sections 9 and 20 of the
3 FTC Act, 15 U.S.C. §§ 49 and 57b-1, to obtain any documentary material, tangible
4 things, testimony, or information relevant to unfair or deceptive acts or practices in
5 or affecting commerce (within the meaning of 15 U.S.C. § 45(a)(1)).

6 **VI. COMPLIANCE REPORTING BY DEFENDANT**

7 **IT IS FURTHER ORDERED** that, in order that compliance with the provisions
8 of this Order may be monitored:

9 A. For a period of five (5) years from the date of entry of this Order,
10 Defendant shall notify the Commission of any changes in corporate
11 structure that may affect compliance obligations arising under this Order,
12 including but not limited to a dissolution, assignment, sale, merger, or other
13 action that would result in the emergence of a successor entity; the creation
14 or dissolution of a subsidiary, parent, or affiliate that engages in any acts or
15 practices subject to this Order; the filing of a bankruptcy petition; or a
16 change in the company name or address, at least thirty (30) days prior to
17 such change, *provided that*, with respect to any proposed change in the
18 company about which Defendant learns less than thirty (30) days prior to
19 the date such action is to take place, Defendant shall notify the Commission
20 as soon as is practicable after obtaining such knowledge.

21 B. One hundred eighty (180) days after the date of entry of this Order,
22 Defendant shall provide a written report to the FTC, sworn to under penalty
23 of perjury, setting forth in detail the manner and form in which the
24 Defendant has complied and is complying with this Order. This report
25 shall include, but not be limited to:

26 1. A copy of each acknowledgment of receipt of this Order, obtained
27 pursuant to Paragraphs III and VIII of this Order;
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- 2. Any changes required to be reported pursuant to subparagraph A of this Paragraph;
- 3. A list that identifies every person who is marketing or promoting, through commercial email messages, any goods or services of Defendant since entry of this Order;
- 4. A list of all names under which Defendant did or currently does business since entry of this Order; and
- 5. A list of all domain names and web page addresses Defendant has registered or used since entry of the Order.

C. For the purposes of this Order, Defendant shall, unless otherwise directed by the Commission's authorized representatives, mail all written notifications to the Commission to:

Associate Director for Enforcement
Federal Trade Commission
601 New Jersey Ave., N.W.
Washington, DC 20580
Re: United States v. TJ Web Productions, LLC,
Civ. No. CV-S-05-0882-RLH-GWF.

D. For the purposes of this Order, Defendant shall, unless otherwise directed by a representative of Plaintiff, identify all written notifications required to be sent to Plaintiff as in reference to DJ# 102-3293, and mail them to:

Director, Office of Consumer Litigation
U.S. Department of Justice - Civil Division
P.O. Box 386
Washington, DC 20044.

E. For purposes of the compliance reporting and monitoring required by this Order, representatives of Plaintiff and the Commission are authorized to communicate directly with Clyde DeWitt, Esq., Weston, Garrou, DeWitt & Walters, 12121 Wilshire Boulevard, Suite 900, Los Angeles, CA 90025.

VII. RECORD KEEPING PROVISIONS

IT IS FURTHER ORDERED that:

A. CREATION

For a period of five (5) years from the date of entry of this Order, Defendant and its successors, assigns, officers, agents, servants, and employees, and those persons in active concert or participation with any of them who receive actual notice of this Order by personal service or otherwise, are hereby restrained and enjoined from failing to create the following records in connection with the marketing, advertising, promotion, offering for sale, or sale of goods or services via commercial email messages or other Internet-based mechanisms:

1. Standard accounting records generated in the ordinary course of business including, but not limited to, balance sheets, income statements, and annual reports;
2. Accounting records that reflect the revenue generated by sales to individuals referred through an affiliate program and corresponding disbursements to participants in Defendant's affiliate program on an individual basis, including copies of the most recently deposited check for each such participant paid by check;
3. Records maintained by the Defendant and that the Defendant in good faith believes accurate, reflecting: the name, physical address, and telephone number of each person employed in any capacity by such business, including as an independent contractor or affiliate; that person's job title or position; the date upon which the person commenced work; and the date and reason for the person's termination, if applicable;
4. Records that reflect, for every written or oral consumer complaint or refund request received by Defendant: (1) the consumer's name, address, and telephone number; (2) the written complaint or request,

1 if any; (3) the basis of the complaint or request; (4) the nature and
2 result of any investigation conducted concerning the complaint or
3 request; (5) each response and the date of such response to the
4 complaint or request; (6) any final resolution of the complaint or
5 request, and the date of such resolution; and (7) in the event of a
6 denial of any resolution, the reason for the denial;

- 7 5. Copies of all information obtained, pursuant to Paragraph III, from
8 each person who participates in Defendant's affiliate programs;
9 6. Records that reflect all individuals who have provided TJ Web with
10 "prior affirmative consent" per 16 C.F.R. § 316.4(b);
11 7. All other records and documents necessary to demonstrate full
12 compliance with each provision of this Order, including but not
13 limited to, all documents obtained, created, generated or which in
14 any way relate to the requirements, provisions or terms of this
15 Order, copies of signed and dated acknowledgments of receipt of
16 this Order, required by Paragraphs III and VIII of this Order, and all
17 reports submitted to the FTC pursuant to this Order.

18 **B. RETENTION**

19 For a period of eight (8) years from the date of entry of this Order, Defendant and
20 its successors, assigns, officers, agents, servants, and employees, and those persons in
21 active concert or participation with any of them who receive actual notice of this Order by
22 personal service or otherwise, are hereby restrained and enjoined from failing to retain the
23 records created pursuant to VII A above.

24 **VIII. DISTRIBUTION OF ORDER BY DEFENDANT**

25 **IT IS FURTHER ORDERED** that, for a period of five (5) years from the date of
26 entry of this Order, Defendant shall deliver copies of this Order as directed below:

- 27 A. Defendant must deliver a copy of this Order to all of its principals, officers,
28 directors, managers, and members. Defendant must also deliver copies of

1 this Order to all of its employees, agents, and representatives who engage in
2 conduct related to the subject matter of this Order. For current personnel,
3 delivery shall be within five (5) days of service of this Order upon
4 Defendant. For new personnel, delivery shall occur prior to them assuming
5 their responsibilities.

6 B. Defendant must secure a signed and dated statement acknowledging receipt
7 of this Order, within thirty (30) days of delivery, from all persons receiving
8 a copy of this Order pursuant to this Paragraph.

9 **IX. ACKNOWLEDGMENT OF RECEIPT OF ORDER BY DEFENDANT**

10 **IT IS FURTHER ORDERED** that Defendant, within five (5) business days of
11 receipt of this Order as entered by the Court, must submit to the Commission a truthful
12 sworn statement acknowledging receipt of this Order.

13 **X. FEES AND COSTS**

14 **IT IS FURTHER ORDERED** that each party to this Order hereby agrees to bear
15 its own costs and attorneys' fees incurred in connection with this action.

16 **XI. SEVERABILITY**

17 **IT IS FURTHER ORDERED** that the provisions of this Order are separate and
18 severable from one another. If any provision is stayed or determined to be invalid, the
19 remaining provisions shall remain in full force and effect.

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XII. RETENTION OF JURISDICTION

IT IS FURTHER ORDERED that this Court shall retain jurisdiction of this matter for purposes of construction, modification and enforcement of this Order.

JUDGMENT IS THEREFORE ENTERED in favor of Plaintiff and against Defendant, pursuant to all the terms and conditions recited above.

IT IS SO ORDERED:


UNITED STATES DISTRICT JUDGE
DATED: December 2, 2006.

The parties, by their respective counsel, hereby consent to the terms and conditions of this Stipulated Order as set forth above and consent to the entry thereof.

FOR PLAINTIFF:

PETER D. KEISLER, JR.
Assistant Attorney General, Civil Division
U.S. Department of Justice

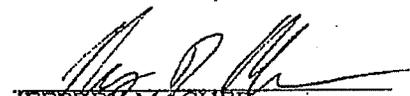
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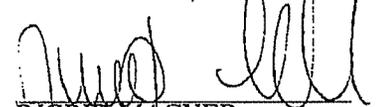
EUGENE M. THIROLF
Director, Office of Consumer Litigation


AMY E. GOLDFRANK
Trial Attorney
Office of Consumer Litigation

FOR DEFENDANT:


JEFFREY MACHER
Individually, and as Co-Owner,
Defendant TJ WEB
PRODUCTIONS LLC

Dated: 11/16/06


INGRID MACHER
Individually


TIMOTHY KNOLL
Individually, and as Co-Owner,
Defendant TJ WEB
PRODUCTIONS LLC

Dated: 11/16/06

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U.S. Department of Justice
P.O. Box 386
Washington, DC 20044
Telephone: (202) 307-0050
Facsimile: (202) 514-8742

Dated: 1-30-06

Attorneys for Plaintiff,
UNITED STATES OF AMERICA

OF COUNSEL:

LOIS GREISMAN
Associate Director for
Marketing Practices

RUSSELL DEITCH
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Los Angeles, CA 90025-1176
Telephone: (310) 571-2710
Facsimile: (310) 442-0730

Dated: 1-20-06

Attorney for Defendant,
TJ WEB PRODUCTIONS LLC